

CLERK US DISTRICT COURT  
NORTHERN DIST. OF TX  
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***PARTIES***

3. Defendant Scott Lumley, is an alleged individual who can be located at 913 Myatt Drive Madison, Tennessee 37115.

6. Venue is proper pursuant to 28 U.S.C.A. § 1391, as Defendant resides in the forum district and regularly does business here.

***FACTUAL BACKGROUND***

8. On March 26, 2010 Plaintiff bought electronics from Defendants.  
A true and accurate copy of the purchase order is attached hereto and incorporated herein as exhibit A.
9. In order to have the shipment sent from Defendant to Plaintiff, a payment of \$20,000.00 dollars had to be effectuated. Plaintiff sent a total of \$20,000.00 dollars in two bank wires.
10. Plaintiff complied by sending the payment however the shipment which Defendant sent to Plaintiff was non compliant due to the fact that the materials contained in the container were not what had been ordered. A true and accurate copy of the items ordered is attached hereto and incorporated herein as exhibit B
11. A subsequent order totaling \$84,776.00 was ordered and Plaintiff sent two bank wires through Wells Fargo. A true and accurate copy of the Invoices numbers 300174 and 300175 is attached hereto and incorporated herein as exhibit C and D respectively
12. One final payment of \$15,000.00 dollars was made to finalize the transaction. The items for listed for exhibit C and D were never delivered.
13. Defendants never delivered any merchandise which had been agreed to by Plaintiff and Defendant.
14. After numerous and repeated communications, Defendants reassured Plaintiff the merchandise would be forthcoming. Defendants were never able to provide a firm date for the delivery of the merchandise which had already been paid.
15. As such, the Plaintiff has paid Defendants \$119,776.00 and has not received any merchandise for the second shipment and only received non compliant products for the first shipment.

***COUNT I***

***BREACH OF CONTRACT***

16. Plaintiff incorporates and restates herein the allegations contained in paragraphs 1 through 15.

17. Defendant entered into a contract with Plaintiff, as is evidenced by the Purchase Order and the wire transfers which Plaintiff sent as payment and were received by Defendants.

18. Defendant breached the express terms of the contract by among other things, failing to provide a Product that met the requirements and specifications set forth in the Purchase Order.

19. Plaintiff gave Defendant the opportunity to cure its breach on numerous occasions, which Defendant refused or failed to do within a reasonable amount of time.

20. As a direct, proximate and foreseeable result of this breach of the contract by Defendant, the Plaintiff has incurred damages in excess of one hundred and nineteen thousand and seven hundred and seventy six Dollars (\$119,776.00), exclusive of costs and interest, in the form of, among other things, lost production time, increased production costs, loss of sales, and loss of profits.

WHEREFORE, Plaintiff prays as follows:

A. That Judgment be entered against Defendant on Counts I of this Complaint and damages be awarded in excess of One hundred Thousand Dollars (\$100,000), exclusive of costs and interest, as determined by a jury after trial;

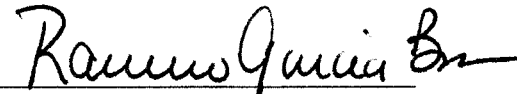
B. That Plaintiff be awarded its reasonable attorneys' fees, plus costs of this action; and

D. All other relief the Court deems just and necessary.

***JURY DEMAND***

Plaintiff hereby demands a trial by jury for all issues in this matter.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ramiro Garcia Barron". The signature is fluid and cursive, with a long horizontal stroke at the end.

**RAMIRO GARCIA BARRON**

State Bar No: 00793779

PO Box 7003

Dallas, Texas 75209

Phone: (214) 631-0295

Fax: (214) 631-1719

**ATTORNEY FOR PLAINTIFF  
GLOBAL VIDEO LLC**

GLOBAL VIDEO LLC

# Purchase Order

2317 HUNTERS RIDGE DR.  
IRVING, TX. 75063

Date	P.O. No.
3/22/2010	1153

Vendor
CENTRAL TX LIQUIDATOR JAMES MARSHAL DALLAS, TX 75220

Ship To
VAZELI GROUP ATN ELECCTRO INTERNACIONAL 12013 GENERAL MILTON DR LAREDO, TX 78045

Terms	Due Date	Account #	Ship Via	FOB
Prepay	3/25/2010		Trucking	

Item	Description	Qty	Rate	Amount
LOT03222010	<p>GRADE A BRAND NEW HD TELEVISIONS, BLUE RAY PLAYERS &amp; OTHER ELECTRONICS</p> <p>LOT INCLUDES VARIOS BRAND NAMES OF TV AND ELECTRONICS (SEE ATTACHED LIST)</p> <p>THESE ARE GRADE A BRAND NEW WITH MANUFACTURE WARRANTY AND INCLUDES ALL ACCESSORIES INSIDE BOX.</p>	1	61,570.00	61,570.00

**Total** \$61,570.00

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Phone #
469-853-3602



**From:** James Marshall (centraltliquidators@yahoo.com)

**To:**

**Date:** Thu, March 18, 2010 9:38:27 PM

**Cc:**

**Subject:** Lcd load

This is a GRADE A BRAND NEW with manufacture warranty's still apply in original box's with all accessories. If there is a DOA it will have to go to original manufacture. I will buy you a steak dinner at Mortens if you have 1 doa, I have bought two loads of these units and they are PERFECT. Basically they are BRAND NEW UNITS with a retaped box. I have attached a few photos of the units I got in yesterday.

This will not last long.

Item	Short Description	MFG	Quantity
L42A403	TV HI 42 INCH 1080p LCD	Hitachi	1
HD70G886	TV JV HD70G886 70 IN HD-ILA RE	JVC	1
42SL90	TV LG 42 INCH HD LCD TV FULL 1080P	LG Electronics	1
47LH50	TV LE 47 INCH LCD TV	LG Electronics	1
50PS60	TV LE 50PS60 PLASMA HDTV WITH THX	LG Electronics	1
55LH40	TV LE 55 INCH LCD 1080p TV	LG Electronics	8
55LH50	TV LE 55 INCH LCD 1080p 120Hz HD TV	LG Electronics	1
55LH55	TV LE 55 INCH 1080p 240Hz LCD HDTV	LG Electronics	1
60PS11	TV LE FIGHTER 60 INCH 1080P PDP	LG Electronics	5
60PS60	TV LE 60 INCH 1080p Plasma TV	LG Electronics	2
WD-62527	Tv Mt Wd-62527 62 Inch Lcd Hdt	Mitsubishi	1
WD-65837	TV MT 837 SERIES 1080P DLP	Mitsubishi	1
WD-73837	TV MT 837 SERIES 1080P DLP	Mitsubishi	1
TC-P42S1	TV PA S1 Series 1080P Plasma HD TV	Panasonic	1
TC-P50G15	TV PA G15 Series 1080P Plasma HD TV	Panasonic	1
TC-P50X1	TV PA X1 Series 720P Plasma	Panasonic	1
TC-P54G10	TV PA G10 Series 1080P Plasma HD TV	Panasonic	1
TC-P54S1	TV PA 54 IN S1 Series 1080P Plasma HD TV	Panasonic	1
TC-P65S1	TV PA 65 INCH 1080p PLASMA HD TV	Panasonic	3
BDP-05FD	DD PO BDP-05FD ELITE BLU-RAY D	Pioneer	1
BDP-05FD	DD PO BDP-05FD ELITE BLU-RAY D	Pioneer	1
BDP-05FD	DD PO BDP-05FD ELITE BLU-RAY D	Pioneer	8
BDP-09FD	DD PO BDP-09FD ELITE FLAGSHIP	Pioneer	1
BDP-120	DV PO BDP-120 BLU RAY DISC PLAYER	Pioneer	6
BDP-23FD	DV PO Elite BD Blu-Ray Disc Player	Pioneer	4
BDP-320	DV PO BD Profile Blu-Ray Disc Player	Pioneer	2
BDP-51FD	DD PO BDP-51FD BLU-RAYDISK PLA	Pioneer	2
DV-220V-K	DV PO DV-220V-K UPCON VERTING DVD PLAYER	Pioneer	1
PD-D6-J	AX PO PD-D6-J ELITE SACD PLAYE	Pioneer	1
VSX-21TXH	HT PO ELITE RECEIVER	Pioneer	1
VSX-23TXH	HT PO ELITE RECEIVER	Pioneer	4
BD-P1600	DV SA BD-P1600 BLU-RAY PLAYER	Samsung	1
HT-WS1R	HT SA RED TOUCH OF COLOR SOUNDBAR	Samsung	1

**EXHIBIT**

B pg 1 of 2

LN19A330	TV SA LN19A330 19 INCH LCD HD	Samsung	1
LN32B460	TV SA LN32B460 32 inch LCD TV	Samsung	1
LN40A750	TV SA LN40A750 40 INCH LCD HD	Samsung	1
LN40B650	TV SA LN40B650 40 inch 1080p	Samsung	1
LN46B550	TV SA LN46B550 46 inch 1080p LCD TV	Samsung	2
LN46B650	TV SA LN46B650 46 inch 1080p	Samsung	3
LN46B750	TV SA LN46B750 46 inch 1080p	Samsung	3
LN52A750	TV SA LN52A750 52 INCH LCD HD	Samsung	2
LN52B550	TV SA LN52B550 52 inch 1080p LCD TV	Samsung	2
LN52B630	TV SA 52 inch 1080p 120 hz LCD TV	Samsung	5
LN52B630	TV SA 52 inch 1080p 120 hz LCD TV	Samsung	1
LN55B650	TV SA LN55B650 55 inch 1080p	Samsung	1
LN55B650	TV SA LN55B650 55 inch 1080p	Samsung	2
PN50A760	TV SA PN50A760 50 INCH 1080P P	Samsung	2
PN50B550	TV SA PN50B550 50 inch 1080p plasma	Samsung	8
PN58A760	TV SA PN58A760 58 INCH 1080 PL	Samsung	2
PN58B550	TV SA PN58B550 58 inch 1080p plasma	Samsung	4
PN58B650	TV SA PN58B650 58 inch 1080p plasma	Samsung	4
PN58B860	TV SA 58 INCH 1080p PASMA/Ultra Slim	Samsung	2
PN63B550	TV SA PN63B550 63 inch 1080p plasma	Samsung	4
UN40B6000	TV SA UN40B6000 40 inch 1080p	Samsung	2
UN55B6000	TV SA ULTRA SLIM 55 INCH LED HD TV	Samsung	5
UN55B7000	TV SA UN55B7000 55 inch 1080p	Samsung	3
UN55B8000	TV SA 55 INCH LED 1080p 240hz TV	Samsung	1
KDL52XBR9	TV SY 52 inch 1080p LCD TV	Sony	1
19AV600U	TV TS 19 inch 720P HD LCD TV GAMING	Toshiba-CE	1

Total units  
131

\$470.00 across  
the board

EXHIBIT

B pg 2 of 2

**Bluebuyyou****Invoice**913 Myatt Industrial Drive  
Madison, TN 37115

Date	Invoice #
11/16/2010	300174

1-866-696-8901

<b>Bill To</b>
Global Video Guillermo Cardenas 14440 MaQuila Loop Loredo, TX 78045

<b>Ship To</b>
Global Video Guillermo Cardenas 14440 MaQuila Loop Loredo, TX 78045

**\*ALL SALES ARE FINAL\***  
**\* ALL PRODUCTS ARE AS IS \***  
 - Invoices are void after 3 days -

P.O. Number

Terms

Wire Transfer Today

Quantity	Item Code	Description	Price Each	Amount
1	TV lot	Current 2010 TV Models, Original Boxes Qty 19 - Panasonic 42" TC-P42C2 Qty 10 - Panasonic 50" TC-P50C2 Qty 3 - Samsung 50" PN50C430A1D Qty 96 - Samsung 32" LN32C350D1D Qty 35 - Samsung 40" LN40C530F1F <b>540</b> Qty 33 - Samsung 46" LN46C530F1F <b>700</b> Qty 25 - Samsung LED TV UN32C400PD <b>530</b>	85,500.00	85,500.00
1	Shipping	Freight - Free of charge	0.00	0.00

Please wire transfer funds to the following account:

ABA Routing # 062001186

Compass Bank

15 South 20th Street

Birmingham, AL 35233

Account # 97263647

Beneficiary: Sumner Bank &amp; Trust

780 Browns Lane

Gallatin, TN 37066

Further Credit to:

Blue Buy You, Inc.

Account # 1007533

**Total**

\$85,500.00

**EXHIBIT**

C



**Bluebuyyou****Invoice**913 Myatt Industrial Drive  
Madison, TN 37115

Date	Invoice #
11/24/2010	300175

1-866-696-8901

<b>Bill To</b>
Global Video Guillermo Cardenas 14440 MaQuila Loop Loredo, TX 78045

<b>Ship To</b>
Global Video Guillermo Cardenas 14440 MaQuila Loop Loredo, TX 78045

**\*ALL SALES ARE FINAL\***  
**\* ALL PRODUCTS ARE AS IS \***  
 - Invoices are void after 3 days -

<b>P.O. Number</b>

<b>Terms</b>
Wire Transfer Today

Quantity	Item Code	Description	Price Each	Amount
100	HT420W	Samsung Home Theater System	190.00	19,000.00

**Please wire transfer funds to the following account:****ABA Routing # 062001186****Compass Bank****15 South 20th Street****Birmingham, AL 35233****Account # 97263647****Beneficiary: Sumner Bank & Trust****780 Browns Lane****Gallatin, TN 37066****Further Credit to:****Blue Buy You, Inc.****Account # 1007533**

<b>Total</b>	<b>\$19,000.00</b>
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**EXHIBIT****D**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

**I. (a) PLAINTIFFS**

**GLOBAL VIDEO, LLC.**  
**DALLAS**

(b) County of Residence of First Listed Plaintiff  
 (EXCEPT IN U.S. PLAINTIFF CASES)

**DEFENDANTS BLUE BUY YOU, INC.**  
**AND SCOTT LUMLEY**

County of Residence of First Listed Defendant  
 (IN U.S. PLAINTIFF CASES ONLY) **DAVIDSON COUNTY TENNESSEE**

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE LAND INVOLVED.

Attorneys (If Known)

**Unknown**

(c) Attorney's (Firm Name, Address, and Telephone Number)

**tel: (214) 631.0295**  
**RAMIRO GARCIA BARRON**  
**P.O. BOX 7003 DALLAS TX 75209**

**II. BASIS OF JURISDICTION** (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES** (Place an "X" in One Box for Plaintiff and One Box for Defendant)  
 (For Diversity Cases Only)

- Citizen of This State ☒ 1 PTF ☐ 1 DEF  
 Citizen of Another State ☐ 2 ☒ 2  
 Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation ☐ 6 ☐ 6  
 Incorporated or Principal Place of Business In This State ☐ 4  
 Incorporated and Principal Place of Business In Another State ☐ 5 ☐ 5

**IV. NATURE OF SUIT** (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input checked="" type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <b>PERSONAL INJURY - Med. Malpractice</b> <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability <b>PERSONAL PROPERTY</b> <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other <b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act <b>IMMIGRATION</b> <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) <b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS		
<input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence <b>Habeas Corpus:</b> <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition		

**V. ORIGIN**

- (Place an "X" in One Box Only)  
☒ 1 Original Proceeding  
☐ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

**VI. CAUSE OF ACTION**

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

**28 USC § 1331**

Brief description of cause:

**Plaintiff paid for merchandise which never was rec'd.**

**VII. REQUESTED IN COMPLAINT:**

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

**119,776 + fees**

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

**VIII. RELATED CASE(S) (See instructions)**

PENDING OR CLOSED:

JUDGE

DOCKET NUMBER

DATE **3/30/2011**

SIGNATURE OF ATTORNEY OF RECORD

**Ramiro Garcia Barron**

FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_